

Instructions for the ZDOT Program Manager

Development of a state-of-the-art Traffic Management Center for ZDOT, the State ITS agency, was recently completed. TrafficSoft, Inc. was the software development contractor for the project.

The contractor shall develop the software for the system.

Upon system acceptance by ZDOT, the contractor shall deliver and install the software in the ZDOT Traffic Management Center.

Upon conclusion of the contract, ZDOT will own and operate the traffic management software.

You are the Program Manager for ZDOT. You had the responsibility for writing the user requirements, contract specifications, the oversight of the contract, and the sign off at system acceptance.

In retrospect, it's clear that the contractor "low balled" the project and did not possess the necessary qualifications to successfully carry it out. You have bent over backwards to be reasonable and give them a break. You relaxed a number of requirements, and in fact eliminated two key features that you wanted for the system. You reasoned that a partial solution is better than none. Still the software was delivered over six months late, and the system is not particularly user friendly or reliable.

You have only insisted upon system capabilities that are, by anyone's definition, no more than accepted, good engineering practice. However, TrafficSoft balks at fixing even the most glaring faults that preclude operation of the traffic management center and wouldn't be tolerable in any system. They want to charge truly outrageous sums for the most trivial changes. Apparently they view this as an opportunity to "get rich" and re-coup losses associated with a "low ball" price.

From the outset of the project, you anticipated getting the source code. You had previously executed a reciprocal arrangement with three neighboring states. You agreed to serve as the lead on the software development for the TMC and promised to share the resulting software with them. In return, they would give you any and all enhancements and modifications free of charge. They need the source code to do this.

Source code will also allow you to maintain the software yourself or use an in-house contractor to maintain it. Your contracts office (and State law) prohibits sole-source contracting except in rare circumstances, so you'll have to re-compete a long-term software maintenance contract.

But now, even though the contract says you own the system, TrafficSoft refuses to turn over the source code for the software that you paid for. They are willing to negotiate a license that turns

over a portion of the source code, but not everything. What good would this do since you can't operate a system with only a portion of the software?

Furthermore, TrafficSoft even refuses to install the software on more than one workstation in the TMC. This is clearly ridiculous as the system would be useless unless installed on all workstations. The contractor wants additional licensing royalties for doing this.

Your patience is wearing thin. You are about to enter one final meeting with the contractor to insist that they deliver what ZDOT paid for. In your opinion, it's their last opportunity to "come clean", demonstrate that they didn't negotiate this project in bad faith, and live up to their contract obligations.